

TABLE OF CONTENTS

90/08/02

#0376 P

FOR

RECD F

35.00

REC FEE

2.00

CASHSL

***37.00

DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

MERIDIAN GLEN DIVISION NO. 2 AND NO. 3

(ALSO KNOWN AS ARBOR VILLAGE)

RECEIVED THIS DAY
AUG 29 11 23 AM '90
BY THE DIVISION OF
RECORDS & ELECTIONS
HARRIS COUNTY

Page

ARTICLE ONE	Definitions	2
ARTICLE TWO	Phased Development	3
ARTICLE THREE	Management of Common Areas, Common Services & Enforcement of Protective Covenants, Conditions and Restrictions	4
ARTICLE FOUR	Membership	5
ARTICLE FIVE	Voting Rights	5
ARTICLE SIX	Property Rights in Common Areas	6
ARTICLE SEVEN	Maintenance and Common Expenses	6
ARTICLE EIGHT	Assessments	9
ARTICLE NINE	Collection of Assessments, Enforcements of Declaration, Attorney's Fees and Costs	10
ARTICLE TEN	Building, Use and Architectural Restrictions	11
ARTICLE ELEVEN	Easements	17
ARTICLE TWELVE	Mortgage Protection	18
ARTICLE THIRTEEN	Management Contracts	20
ARTICLE FOURTEEN	Insurance and Condemnation	20
ARTICLE FIFTEEN	Rules and Regulations	22
ARTICLE SIXTEEN	Remedies and Waiver	22
ARTICLE SEVENTEEN	Benefits and Burdens Run With the Land	23
ARTICLE EIGHTEEN	General Provisions	23
ARTICLE NINETEEN	Amendment and Revocation	24

90080120376

Filed by Chicago Title Insurance Co.
Ref. # 40339-1

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

MERIDIAN GLEN DIVISION NO. 2 AND NO. 3

(ALSO KNOWN AS ARBOR VILLAGE)

THIS INDENTURE AND DECLARATION running with the land, made this 25th day of July, 1990, by Washington Services, Inc., a Washington corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property (the "Real Property") legally described as:

See attached Exhibit A

and the Declarant hereby covenants, agrees and declares that all of the said properties and Housing Units constructed thereon are and will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties for the benefit of all of Properties and the owners thereof and their heirs, successors and assigns. These covenants, conditions, restrictions, easements and reservations are negative easements which shall run with the Real Property and shall be binding on all parties having or acquiring any right, title or interest in the Real Property or any part thereof, and shall inure to the benefit of each owner thereof and shall survive and continue to run with the Real Property and not be discharged by a sale of the Real Property or any portion thereof in the manner described in RCW 84.64.460. Acceptance of an interest in a Lot or a Housing Unit and Lot shall be deemed acceptance of the terms and provisions of this Declaration.

It is the intent of the Declarant to except certain Lots and Housing Units from a portion of the common services and common expenses provided under the terms of this Declaration. Except as specifically stated herein, all Lots and Housing Units shall be subject to all terms of the Declaration.

The Declarant or its successor and assigns may become the owner of certain real property which is adjacent to the Real Property described above. Said adjacent real property, or a portion thereof,

9008020376

may be subjected to the terms and provisions of this Declaration of Protective Covenants, Conditions and Restrictions at the option of the Developer, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE ONE

Definitions

For purposes of the Declaration and the Articles and Bylaws of the Association certain words and phrases have particular meaning which are as follows:

1. "Association" shall mean the Arbor Village Homeowners Association, a Washington nonprofit corporation, its successors and assigns.
2. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
3. "Common Areas" shall mean those portions of the "Properties" owned or to be owned by the Association for the common use and enjoyment of Association Members and shall include any real property for which the Association is the holder of an easement, such as for the entrance improvements and signs.
4. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.
5. "Developer" shall mean Washington Services, Inc. or any persons or entities to which they assign their rights as Developer, or succeeds to their interest.
6. "Housing Unit" shall mean the building occupying a Lot.
7. "Lot" shall initially refer to one of the Lots of Meridian Glen, Divisions No. 2 and No. 3 as described herein. At such time as additional adjacent real property may be subjected to the Declaration, "Lot" shall include those lots shown on and included in the plat of said additional property. "Excluded Lot" shall refer to Lots 1, 2, 3 and 4 of Meridian Glen, Division No. 2. An Excluded Lot shall be excluded from the provisions of this Declaration only where such exclusion is specifically described.
8. "Member" shall mean every person or entity that holds a membership in the Association.
9. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.

9108020376

10. "Properties" shall initially mean the Real Property. If additional adjacent real property is subjected to the Declaration, "Properties" shall mean the real property described in the plats of both Division No. 2 and No. 3 and the plat or plats of said additional adjacent real property.

11. "Institutional First Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mortgage or deed of trust against a lot or housing unit thereon.

12. "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract.

ARTICLE TWO

Phased Development

Section One: Initially only Real Property described herein shall be subjected to the Declaration. The Developer hereby reserves for itself, its successors or assigns, the right to subject said additional adjacent real property to the terms and provisions of this Declaration, grant to the Owners of Lots located on said adjacent real property, after it is subjected to the Declaration, all of the rights and benefits to which Members of the Association are entitled, and the owners of Lots located on the Real Property hereby covenant and agree to burden the Real Property and adjacent real property with all of the duties, responsibilities, costs and expenses related to the management, administration, maintenance and improvement of the Common Areas and such additional Common Areas which are included in the adjacent property. The Developer hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent property without subjecting it to the terms and provisions of the Declaration.

Section Two: Until said additional adjacent real property shall be subjected to the Declaration, said property shall not be subject to the terms and provisions of this Declaration. This Declaration shall not give the Association or any Lot Owners any rights in said adjacent real property until it is subjected to the Declaration. At such time as the said adjacent real property shall be subjected to the terms and provisions of this Declaration, said adjacent real property shall become part of the Properties and Lot Owners shall automatically become members of the Association and shall be entitled to all of the rights and benefits and subject to all of the obligations of the Members of the Association. All Common Areas in the adjacent property shall likewise become the property of the

9008120376

Association and shall be managed, administered, maintained and improved in the same manner as all common areas of the Association, and all members shall be assessed for the costs of such Common Areas in the adjacent property in the same manner as all other Common Areas of the Real Property.

Section Three: Any such additional adjacent real property shall be deemed added hereto by the filing for record of an amendment to this Declaration so stating together with a plat of the phase to be added.

ARTICLE THREE

Management of Common Areas, Common Services and Enforcement of Protective Covenants, Conditions and Restrictions

Section One: The common areas are dedicated to the Association as the owner thereof by this Declaration. However, during the development period, the Association, the Common Areas and all Common Services shall, for all purposes, be under the management and administration of the developer.

- a. The development period for the Real Property shall be that period of time from the date of recording of this Declaration until 120 days after the date upon which 90% of the lots in Division No. 2 and No. 3 have been sold by the Developer or any shorter period, as determined by the Developer, but no longer than a period ending five (5) years from the recording of this Declaration.
- b. If the Developer adds additional adjacent real property to this Declaration, the development period for each additional adjacent property added shall run from the date of recording of the final plat for the additional parcel until 120 days after the date upon which 90% of the lots in that parcel have been sold by the Developer or any shorter period as determined by the Developer but no longer than a period ending five (5) years from the date of recording of the final plat approval for that additional land.

Section Two: During the development period, the Developer shall appoint five directors, and may appoint any persons the Developer chooses as directors. The directors will continue to serve as directors of the association until a successor is appointed by the Developer, until a director is chosen by vote at the end of the development period or until the director resigns. The Developer may, at its option and at such time as the Developer deems appropriate, select a temporary board of three to five persons who own, or are purchasers of Lots. This temporary board shall have the full authority and all rights, responsibilities, privileges and

duties to manage the association under this Declaration and Bylaws, and shall be subject to all provisions of the Declaration and Bylaws, provided, that after selecting any such temporary board, the Developer, in the exercise of its sole discretion, may at any time terminate such temporary board and resume its management authority or select a new temporary board.

Section Three: These requirements and covenants are made in order to ensure that the properties and the Association will be adequately administered in the initial phases of development, and to ensure an orderly transition of association operations.

Section Four: At the expiration of Developer's management authority during the development period, the Association shall have the sole authority and obligation to manage and administer the Common Areas and all Common Services and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules and regulations, as initially adopted, or as the same may hereafter be amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication. The Association may not discontinue Common Services for a period of one year after the termination of the Developer's management authority without the Developer's written consent. After the elapse of one year from the date the Developer's management authority terminates, the Association may vote to terminate, modify or continue Common Services according to the terms of the Declaration, Article Nineteen, Section Three.

Section Five: The Board of Directors or the Developer may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be in writing and terminable at the will of the Board. The Board shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by the manager of any duty, power or function so delegated by written instrument executed by a majority of the Board of Directors.

ARTICLE FOUR

Membership

Every person or entity who is an Owner of any Lot shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

ARTICLE FIVE

Voting Rights

Members shall be entitled to one vote for each Lot owned. When

more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. The voting rights of a Member owning an Excluded Lot shall be suspended for the purpose of any vote related to Common Services and assessments for Common Services.

ARTICLE SIX

Property Rights in Common Areas

Every Member shall have a right, easement of enjoyment in and to, and an easement for ingress and egress over and upon the Common Areas owned by the Association, which rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions.

- a. The right of the Association to limit the number of guests of Members, and to adopt rules and regulations, and establish appropriate penalties for violation of such rules;
- b. The right of the Association to exclusive use and management of said Common Areas for utilities such as pipes, wires, conduits, and other utility equipment, supplies and material;
- c. The rights reserved to the Developer in the Declaration;
- d. The right of the Association to dedicate or transfer by deed all or any part of the Common Areas to any Member, person, entity, public agency, authority or utility. No such dedication or transfer shall be effective without the approval of two-thirds of the Members. The Association may grant an easement by a majority vote of the Board, without a vote of the Members.
- e. The other restrictions, limitations and reservations contained or provided for in the Declaration and the Articles and Bylaws of the Association.

ARTICLE SEVEN

Maintenance, Common Expenses and Common Services

Section One: The Association shall maintain the Common Areas owned by it in a manner consistent with good building and nursery practices, in compliance with all applicable codes and regulations.

Section Two: Each Lot Owner hereby covenants and agrees to maintain his respective Lot and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the Real Property will reflect a high pride of ownership. Each Lot Owner shall perform the maintenance and upkeep of any drainage swells and/or underground drain lines and catch basins installed by the Developer on their Lot which are servicing the yard drainage needs on more than one Lot. If any Lot Owner shall fail to conduct maintenance on his Lot or the Housing Unit located thereon, or fails to maintain the Lot and Housing Unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for other Lots, the Association shall have the right to notify said Lot Owner in writing of the maintenance required. If said maintenance shall not be performed within (30) days of the date said notice is delivered to the non-performing Lot Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected in the same manner as any other monthly or special assessment is levied, the Association shall have all remedies for collection as provided in Article Nine of the Declaration.

Section Three: The Association shall perform such work as is necessary to carry out the duties described in this Declaration, and shall delegate the responsibility for management and supervision of such work to the Board or to a manager or agent hired by the Board for the purpose of such management and supervision. Expenses for such work shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners as hereinafter provided. The Common Expenses shall include, but shall not be limited to, the following:

- a. The expense of maintaining the Common Areas and equestrian/pedestrian trails;
- b. The real property taxes upon the Common Areas;
- c. The cost of maintaining all required insurance coverage on the Common Areas;
- d. The cost of any repairs or replacement of the Common Areas and equestrian/pedestrian trails;
- e. Utility charges attributable to the Common Areas owned by the Association;
- f. The cost of operating the recreational facilities;

9008020376

- g. The cost of maintaining entrance improvements, including, but not limited to, signs, lights, fences, walls, plantings and landscaping;
- h. The cost of maintaining landscaped islands or medians;
- i. The cost of Common Services as defined in Section Four, except that Excluded Lots shall not be required to pay the portion of Common Expenses which are collected for the purpose of paying for Common Services;
- j. Contracting with a private septic system maintenance company or public agency to provide for triennial system inspections and pumping where necessary;
- k. Costs associated with establishing and coordinating a transportation management plan which educates the Lot Owners and encourages their use of transit and ride-sharing facilities; and
- l. Any other expense which shall be designated as a Common Expense in the Declaration or from time to time by the Association.

Section Four: The Association shall also provide for its Members, except for Members who own Excluded Lots, Common Services, which expenses for such Common Services shall be paid by the Association for the benefit of all Lot Owners except owners of Excluded Lots. The Common Services shall be paid by the Association from funds collected from assessments paid by Lot Owners as hereinafter provided. The Common Services shall include, but shall not be limited to, the following:

- a. Maintain the landscaping and front yard of all homes on each Lot; the front yard of a corner lot shall include all portions of the yard which abut a street;
- b. Provide lawn treatment to the front yard of all homes on each Lot as defined in (a) above;
- c. Provide pruning services to all deciduous plants, shrubs and trees in the front yards of each home on each Lot, as defined in (a) above.

The Board shall be responsible for making all decisions related to the work to be performed under this Section. All expenses incurred in performing the obligations as described in this Section shall be paid for by the Association and become a part of the assessments for all Lots except Excluded Lots, provided, however, that if any such work is required as the result of any negligent or intentional act

9008020376

25 x 10

or omission of any Owner, or his or her guests, family, tenants or agents, the cost of such work shall be paid for exclusively by such Owner, and shall become a part of the assessment levied against the Lot owned by such Owner. Owners of Excluded Lots shall not be entitled to receive Common Services.

ARTICLE EIGHT

Assessments

Section One: Each Lot shall be subject to monthly assessments or charges and certain special assessments in an amount to be determined by the Association.

Section Two: The Board of Directors of the Association shall determine the amount of monthly assessment necessary to pay Common Expenses at least 15 days prior to the start of its fiscal year. The amount of monthly assessment may be increased or decreased periodically as may be necessary from time to time to provide properly for payment of the Common Expenses. The amount of such monthly assessments shall be equal for all Lots subject to said monthly and special assessments; except the assessment for Excluded Lots shall be adjusted to a sum which is computed without charging an Excluded Lot for Common Services, and there shall be no monthly assessment for Lots owned by Developer which do not have a completed residence thereon, without the consent of the Developer. The Association may create and maintain from regular monthly assessments a reserve fund for replacement of those common area improvements which can reasonably be expected to require maintenance or replacement. Written notice of all assessments shall be given to each Owner. If the Board fails to fix an assessment for a fiscal year, the assessment shall be automatically continued at the sum previously set by the Board until such time as the Board acts.

Section Three: The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section Four: In addition to the monthly assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including the necessary fixtures and personal property related thereto, or the provision of any necessary Common Services. However, Lots owned by the Developer which do not have a completed residence shall not be subject to

9008020376

special assessments and the Developer shall not be obligated to pay any special assessments. Excluded Lots shall not be specially assessed for any expense related to Common Services. Assessments may be made based upon the estimated cost of such work, prior to the work's commencement, provided such estimate has been provided by a licensed contractor retained by the Board for the purpose of such estimate. All special assessments for construction of new facilities or acquisition of new equipment, which is not for the upgrade, repair or replacement of existing construction or equipment, shall require approval of two-thirds the Members.

Section Five. At such time as additional Lots are subject to assessment by virtue of having been subjected to these Protective Covenant, Conditions and Restrictions, the monthly assessment for all Lots subject to assessment shall be reduced so as to reflect a proportional reduction based on the increased total Lots obligated to contribute to the Association budget.

ARTICLE NINE

Collection of Assessments, Enforcement of Declaration, Attorney's Fees and Costs

Section One: All assessments, together with interest hereon and cost of collection thereon, as herein provided, shall be a charge on the land and will be a continuing lien upon the Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas, Common Services or abandonment of the Lot, except that Excluded Lots shall not be assessed for Common Services.

Section Two: If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at 12%, or, in the event that 12% exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided for the law. A late charge of five percent (5%) of the amount overdue shall be charged for any payment more than ten days past due. Each Member hereby expressly vests in the Association, or its Agents, the right and power to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in

favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with or specific performance of the Articles or Bylaws of the Association, rules or regulations adopted by the Association, or the provisions of the Declaration, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred.

Section Three: In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, said Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles, Bylaws or Declaration.

Section Four: The assessments shall commence as to each Lot within the property upon the first day of the month following the initial conveyance of the Lot. The first assessment on any Lot shall be adjusted according to the number of days remaining in the month. At the time of each initial sale, the Developer shall collect from each Purchaser an amount equal to two months' assessment for the Association. Any interest earned by the Association on assessments held by it shall inure to the benefit of the Association.

Section Five: The Board may take such action as is necessary, including the institution of legal proceedings, to enforce compliance with or specific performance of any of the covenants or restrictions contained in this Declaration rules or regulations adopted by the Association, or the provisions of the Declaration. In the event the Board commences an action to enforce any such rights, including the rights of any individual Lot Owner, the prevailing party shall be entitled to its attorney's fees and costs incurred in the course of such enforcement action.

ARTICLE TEN

Building, Use and Architectural Restrictions

Section One: The Developer hereby reserves for itself, its successors and assigns, the right to exercise any and all powers and controls herein given to the Board of Directors or its authorized representative in this Article of the Declaration. Said reserved

right shall automatically terminate when the Developer no longer owns any Lot, or at such earlier time as said reserved right is relinquished to the Board of Directors of the Association. Each Lot shall be subject to this reserved right and each Owner shall take subject thereto.

Section Two: Except as to construction, alteration, or improvements performed by the Developer, no construction activity of any type including clearing and grading, cutting or transplanting of natural vegetation may begin on a Lot or Common Area and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot or Common Area until, at a minimum, the building plans, specifications and plot plans showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the Board of Directors of the Association or its authorized representative as to harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. The minimum ground floor square footage of any house exclusive of one-story porches and garages, shall not be less than 1,000 square feet for a one-story home, and not less than 1,500 square feet (with at least 750 square feet on the ground floor) for a home of more than one story unless approved by the Board of Directors of the Association or its authorized representative. Further, no fences, hedges or walls shall be erected or altered and no exterior changes of any kind shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such written approval shall have been obtained.

- 9008020376
- a. If the Board of Directors, or its authorized representative, shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required items to the Board of Directors, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the Board of Directors or its authorized representative.
 - b. The Board shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering Real Property. If such guidelines are adopted, they shall be available to all Members upon request.
 - c. The Board shall meet as is necessary to review any plans or specifications provided pursuant to this Section, and shall keep and maintain a record of all actions taken at meetings or otherwise.

- d. Approval by the Board of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval.
- e. Neither the Board nor its Members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action on a matter submitted to the Board for approval of plans and specifications or for failure to approve any matter submitted to the Board. The Board or its members may consult with the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Board.

Section Three: No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary character erected or placed on the Properties shall at any time be used as living quarters except as hereinafter specifically authorized.

Section Four: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot Owners.

Section Five: No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except cats, dogs, birds or fish may be kept if they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. Animals shall not be allowed to roam loose outside the limits of any Lot on which they are kept. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of this Declaration.

Section Six: No sign of any kind shall be displayed to public view on any Lot, except one sign, not to exceed 24 inches by 24 inches, advertising the Lot (where posted) for sale or rent by the Owner thereof, or such Owner's authorized agent. In addition to other rights reserved to the Developer or its successors or assigns in the Declaration, the Developer hereby reserves for itself, its successors or assigns, so long as it owns any Lot, the right to maintain upon the property such signs as in the sole opinion of the Developer are required, convenient or incidental to the merchandizing and sale of the Lots. All other signs except as described above shall only be displayed to public view after written approval of the board of directors, its authorized representative, or the Developer as herein provided.

Section Seven: The exterior of any building, structure or other improvement, including front yard landscaping, shall be completed within nine (9) months from the commencement of the construction so as to present a finished appearance when viewed from any angle, and all construction materials and debris shall be removed.

Section Eight: No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; nondecorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any Housing Unit unless prior written approval shall have been obtained from the Board.

Section Nine: No radio or television antenna or transmitting tower or satellite dish shall be erected without permission of the Board.

Section Ten: Except as hereinafter expressly provided, the Common Areas and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles; and no boat, boat trailer, house trailer, camper, truck, truck, or other recreational vehicle or similar object or on any part of the Properties, except as specified in Article 10, Section Eleven.

Section Eleven: No inoperable vehicles, inoperable motorcycles, recreation vehicles, including but not limited to boats, campers and trailers - whether operable or not - of any kind shall be parked, stored, maintained, or constructed on any lot or street unless stored in a garage.

Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may secure written permission from the Board of Directors or its authorized representative, for said guests to park said vehicle upon the Lot owned by said Lot Owner or the public street adjacent to said Lot for a period of up to two weeks. Said privilege shall only exist, however, after the written permission has been obtained from the Board of Directors or its authorized representative.

The Board of Directors or its authorized representative shall give written notice of a violation to the Lot Owner or occupant and said Lot Owner or occupant shall have three (3) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply with within said three-day period, the Board of Directors or

its authorized representative is hereby granted the right to remove at th expense of the Owner thereof, any vehicles, or similar items which are parked or stored in violation of the terms and provisions hereof. Said Lot Owners hereby grant to the Association an express easement for the purpo e of going upon the Lots of said Lot Owners or public streets for the purpose of removing said vehicles or similar items which are parked or stored in violation of the terms and provisions hereof.

No mechanical repair shall be conducted on any Lot unless such repairs are conducted in a fully enclosed garage on the Lot, on the Owner's private vehicle. Any such repair activity must be conducted in a manner which is not offensive to persons residing in the neighborhood, is not unsightly and does not result in unusual noise or debris being placed upon the premises. The power of the Board to remove any inoperable vehicle or motorcycle or other motorized apparatus on which mechanical repairs are being conducted in violation of the terms of the covenant shall be exercised in the same manner as described above, in this Section.

Section Twelve: No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located on an interior Lot nearer than an average of five feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section Thirteen: Roofs on all buildings must be finished with cedar shakes or shingles unless approval for use of other material is granted by the Board of its authorized representatives.

Section Fourteen: All driveways shall be concrete or asphalt unless approval for use of other material is granted by the Board or its authorized representatives.

Section Fifteen: Declarant intends to preserve the natural beauty of the Properties, and as homes are constructed on Lots the trees, shrubs and other vegetation planted or preserved by the Developer are intended to accomplish this objective. Before substantial changes are made in the trees, shrubs or other vegetation located on a Lot, such proposed changes shall be reviewed and approved by the board as described in Section Two herein. In order to preserve the aesthetics of the Properties, no fence, wall or hedge shall be erected or placed on any Lot unless prior written approval has been obtained as provided in Section Two, above. The design and color of any fence on the properties shall be approved by the board before construction, and shall be substantially similar or in harmony with other fences located on the Properties.

Section Sixteen. Except for Developer's temporary sales offices and model homes, no Lot shall be used for other than one detached single family dwelling with parking for not more than three cars, and no trade, craft business, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any to or within any building located on a lot; nor shall any good, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot. The provisions of this Section may be waived in writing by the Board upon application by a Lot Owner. Such application shall describe the type of trade or business activity to be conducted, the estimated amount of traffic generated and the impact of such activity on the neighborhood. The Board shall exercise its discretion to approve or disapprove such activity, balancing the interests of the Lot Owner with the impact on the neighborhood. Nothing in this Section shall permit the use of a Lot for a purpose which violates law or applicable zoning codes.

Section Seventeen: The work of construction of all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully complete and painted. All structures shall be completed as to external appearance, including finish painting, within six months of the date of commencement of construction, except such construction as is performed by the Developer, which shall be exempt from the limitations contained in this Section. Except with the approval of the Board, no person shall reside on the premises or any lot until such time as the improvement are to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

Section Eighteen: No garbage, rubble or cuttings shall be deposited on or left on or left on the Lot premises, unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any Lot until the Owner is ready to commence construction; then such material shall be placed within the property line of the Lot upon which the structures are to be erected and shall not be placed in the street.

Section Nineteen: No fuel tank shall be maintained on any Lot.

Section Twenty: Except with permission of the Board, or except as may be necessary in connection with the construction of any improvement approved by the Board, no excavation shall be made nor shall any dirt be removed from the Lot herein.

Section Twenty-One: All electrical service, telephone lines and other outdoor utility lines shall be placed underground.

Section Twenty-Two: No noxious or undesirable thing or noxious or undesirable use of any Lot in the Real Property shall be permitted or maintained. If the Board shall determine that a thing or use of property is undesirable or noxious, such determination shall be conclusive. The Board may take any steps reasonably necessary, including the institution of legal action, to abate any activity, remove anything or terminate any use of property which is determined by the Board or described in this Declaration to constitute a nuisance.

Section Twenty-Three: The board, or the Developer during the development period, may take any action to enforce the provisions of this Article available to it under law, including but not limited to specific performance, injunctive relief, and damages. Any member may also enforce the terms of this Article, but in the event that a member takes action to enforce the terms of this Article, the Association shall not be in any way obligated to join in such action, or pay any of the costs thereof, including attorney's fees.

ARTICLE ELEVEN

Easements

Section One: There is no easement of view, light or air expressed or implied from the terms and provisions of this Declaration over, upon or across any portion of the Properties.

Section Two: Each Lot is, and the Common Areas are, subject to an easement for encroachments created by construction settlement and overhangs as designed or constructed by the Developer, and to a valid easement for said encroachments and for maintenance of the same as long as the encroachments remain.

Section Three: In addition to easements reserved on any plat of the properties or shown by instrument of record, easements for utilities and drainage are reserved for the declarant or its assigns, over a five-foot wide strip along each side of the interior Lot lines, over the rear and front five feet of each Lot, and over, under, and on the Common Areas. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the Board, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of such lot, except those improvements for which a public authority, utility company or the Association is responsible.

9108020376

Section Four: The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes: (a) cleaning, maintenance, repair or replacement of any home or Lot as provided in Article Seven, Section Two of this Declaration which shall also include the reasonable right of entry to the interior of any building, to the extent necessary to perform the work described in that article and section; (b) repair, replacement or improvement of any Common Area accessible from that Lot; (c) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the improvements thereon; (d) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; (e) all cleaning, maintenance or replacement of any home or lot as provided in Article Fourteen, Section Four, which shall also include the right of entry to the interior of any building, to the extent necessary to perform the work described in that article and section; (f) all work necessary to perform Common Services; and (g) all acts necessary to enforce these Covenants.

Section Five: An easement for access by police, fire, rescue and other personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section Six: Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property.

ARTICLE TWELVE

Mortgage Protection

Section One: As used in this Article Twelve, references to mortgage or mortgages shall be deemed to include deeds of trust.

Section Two: Notwithstanding and prevailing over any other provisions of the Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each Institutional First Mortgagee given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

Section Three: The Institutional First Mortgagee entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by

injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

Section Four: During the pendency of any proceeding to foreclose said mortgage, the Institutional First Mortgagee or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section Five: At such time as said mortgagee shall become entitled to possession of the Lot, said mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles, Bylaws, rules and regulations of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner; provided, however, said mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date said mortgagee became entitled to possession of the Lot.

Section Six: If it is deemed necessary by the Association, any unpaid assessment against a Housing Unit foreclosed against may be treated as a common expense of other Lots. Any such unpaid assessment shall continue to exist as a personal obligation of the defaulting Owner of the respective Lot to the Association.

Section Seven: The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a Lot or housing unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

Section Eight: Any Institutional First Mortgagee shall have the right on request therefor to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual audited financial statement of the association within (90) days following the end of any fiscal year; and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meeting.

Section Nine: The Association shall not, without the prior written approval of sixty-seven percent (67%) of Institutional First Mortgagees, seek to abandon the Common Areas for reasons other than substantial destruction or condemnation of the property.

Section Ten: Institutional First Mortgagees shall be entitled

9008020375

to timely written notice of: (a) substantial damage or destruction of any housing unit or any part of the Common Areas or facilities; (b) any condemnation or eminent domain proceedings involving any housing units or any portion of Common Areas or facilities; (c) any default by an Owner under this Declaration or the Articles, Bylaws or rules and regulations of the Association which is not cured within thirty (30) days; (d) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any housing unit on which it holds the mortgage; (e) ten (10) days' prior written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintenance by the Association; and (f) any proposed action that requires the consent of a specific percentage of Institutional First Mortgagees.

ARTICLE THIRTEEN

Management Contracts

Each member hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association shall deem fit and proper in its judgment and discretion; provided, however, any agreement for professional management of the Properties, or any other contract providing for services by the Developer must provide for termination by either party without cause.

ARTICLE FOURTEEN

Insurance and Condemnation

Section One: The Association shall purchase as a Common Area Expense and shall have authority to and shall obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It shall also obtain a comprehensive public liability policy covering the Common Areas. Said comprehensive public liability coverage shall be in an amount to be determined by the Association, but shall not be less than \$1,000,000 concerning all claims for personal injury and/or property damage arising out of a single occurrence.

Following the development period, all such insurance coverage shall be written in the name of the Association as trustee for each of the members of the Association. Costs of insurance obtained by the Developer during the development period shall be a Common Area expense. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10)

days prior written notice to any and all insured named therein, including Owners and Institutional First Mortgagees.

Section Two: In addition to the aforementioned insurance carried by the Association, every Owner, at his own expense, shall insure his own Housing Unit against loss or damage by fire or other hazards in an amount equal to the full replacement value thereof, during any construction period and thereafter.

Section Three: The Association may obtain fidelity bonds which shall afford coverage to protect against dishonest acts on the part of officers, director, managers, volunteers, trustees, and employees of the Association or the managing agent and all the persons who handle or are responsible for handling funds of the Association and be in an amount equal to three (3) months' assessments on all Lots, including reserve funds. All such fidelity bonds shall name the Association as an Obligee, contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to any and all insureds named therein, including Owners and Institutional First Mortgagees.

Section Four: In the event of the damage or destruction of the Common Areas covered by insurance written in the name of the Association, the Association may, upon receipt to the insurance proceeds, and to the extent of such proceeds contract to rebuild or repair such damaged or destroyed portions of the Common Areas to as good a condition as they were when the loss occurred, provided, however, that the Association's election not to rebuild the Common Areas shall require the approval of two-thirds (2/3) of the Association. The Association may in its sole discretion contract with any licensed contractor for reconstruction or rebuilding of such destroyed portions of the Common Areas.

In the event of damage or destruction by fire or other casualty to any Housing Unit, the owner thereof shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions in a good workmanlike manner in conformance with the original plans and specifications of said Housing Unit. Plans and specifications for such damage or destroyed Housing Unit may be modified and said damage or destroyed Housing Unit may be reconstructed in accordance with said modified plans and specifications if the Owner of said damaged or destroyed Housing Unit secures the approval of the Association or the Developer, as the case may be provided in this Declaration. In the event such Owner refuses or fails to commence such repair or rebuilding within thirty (30) days after such damage or destruction, unless such period is otherwise extended by the Association, the Association is

hereby authorized by such Owner, if the Association so desires, to repair, rebuild or clear and clean up any such Housing Unit. The Association shall first obtain an estimate of cost of performing such repair, rebuild or clearing/clean up work as is necessary, such estimate to be performed by a licensed contractor approved by the Board for such purpose. Upon provision of the estimate, the Association may assess the Lot owner for the cost of the proposed improvements, and such assessment shall become a lien in the manner described in Article Nine. Any rebuilding shall be done in a good and workmanlike manner in conformance with the original plans and specifications. The Owner shall pay the Association the amount reasonably necessary to perform such repairs and reconstruction, and the Housing Unit shall continue to be subject to the lien for such amount until it is paid in full. The Association may, at any time, enforce its rights as provided in the Declaration for collection of the assessment and foreclosure of the lien.

Section Five: If at any time or times during the continuance of the Housing Unit ownership pursuant to this Declaration, all or any part of the Common Areas shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Section 5 shall apply, and notice of the proceedings or proposed acquisition shall promptly be given to each Owner and to each Institutional First Mortgagee.

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award" shall be payable to the Association. The condemnation award shall be apportioned among the Owners as directed by the Association who shall fairly and promptly allocate and distribute such condemnation award. If the entire property is condemned or taken, ownership in the Common Areas shall terminate. The condemnation award shall then be distributed among the Owners in like proportions.

ARTICLE FIFTEEN

Rules and Regulations

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. All Lot Owners shall be given written notice of said rules and regulations and said rules and regulations shall be posted in a conspicuous place in the Common Areas.

ARTICLE SIXTEEN

Remedies and Waiver

Section One: The remedies provided herein, including those for

9008020376

collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

Section Two: The failure of the Association or the Developer or of any of their duly authorized agents or any of the Owners to insist in any one or more instances upon the strict performance of or compliance with the Declaration or any of the Articles, Bylaws or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or implied, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of said Board of Directors.

ARTICLE SEVENTEEN

Benefits and Burdens Run with the Land

The covenants, restrictions, reservation and conditions contained herein shall run with the land and shall be binding upon the Properties and each portions thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot on the Properties, and upon their respective heirs, successors and assigns. After the date on which the Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or Developer which shall have the right to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the Owner of any Lot.

ARTICLE EIGHTEEN

General Provisions

Section One: The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section Two: The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, all

of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

Section Three: These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as hereinabove provided.

Section Four: In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of the said incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section Five: In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles or Bylaws of the Association, or rules and regulations adopted by the Association, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action.

Section Six: Any notice required by the Declaration or the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given when deposited in a United States Post Office.

ARTICLE NINETEEN

Amendment and Revocation

Section One: This instrument may be amended, and partially or completely revoked only as herein provided or otherwise provided by law.

Section Two: During the development period, the Developer may amend this instrument only to add additional phases and to comply with the requirements of the Federal National Mortgage Association, Government National Mortgage Association, Veterans Administration or Federal Home Loan Mortgage Corporation or establish and revise a Transportation Management Plan simply by recording an acknowledged document setting forth specifically the provisions amending this instrument.

9008020376

Section Three: This Declaration may be amended at any annual meeting of the Association, or at a special meeting called for such purpose, if sixty-seven percent (67%) or more of the Owner vote for such amendment, or without such meeting if all Owners are notified in writing of such amendment, and if sixty-seven percent (67%) or more of the Owners vote for such amendment by written ballot. Notice of any proposed amendment shall be given to all Owners not less than ten (10) days prior to the date of the annual meeting or of any special meeting at which the proposed amendment shall be considered. Notwithstanding any of the foregoing, fifty-one percent (51%) of all Institutional First Mortgagees who have requested notification of amendments must give prior written approval to any material amendment to the Declaration Bylaws, including any of the following:

- 3.1 Voting rights;
- 3.2 Assessments, assessment liens and subordination of such liens;
- 3.3 Reserves for maintenance, repair and replacement of Common Areas;
- 3.4 Insurance or fidelity bonds;
- 3.5 Responsibility for maintenance and repair;
- 3.6 Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- 3.7 The boundaries of any Lot;
- 3.8 Leasing of Housing Units other than as set forth herein;
- 3.9 Imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot;
- 3.10 Decision by the Association to establish self-management when professional management had been required previously by an Institutional first Mortgagee;
- 3.11 Restoration or repair (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration.
- 3.12 Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- 3.13 Any provisions which are for the express benefit of Institutional First Mortgagees.

9008020376

Section Four: Amendments shall take effect only upon recording with the Recorder of King County.


Section Five. For such time as Developer shall own Lots there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any Rules and Regulations adopted by the Association which:

- a. Discriminate or tend to discriminate against the Developer's rights.
- b. Change Article I ("Definitions") in a manner which alters the Developer's right or status.
- c. Alter the character and rights of membership or the rights of the Developer as set forth in Article III.
- d. Alter its rights as set forth in Article X relating to architectural controls.
- e. Alter the basis for assessments.
- f. Alter the number or selection of Directors as established in the Bylaws.
- g. Alter the Developer's rights as they appear under this Article.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand this 25th day of July, 1990.

WASHINGTON SERVICES, INC.

By


J. L. Molitor
Its Vice President

By


Charles R. Richmond
Its Executive Vice President

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I CERTIFY that I know or have satisfactory evidence that J. L. Molitor and Charles R. Richmond are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President and Executive Vice President of WASHINGTON SERVICES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: July 25, 1990

M. Laurin Lundgren
Signature

Loan Admin. Secretary
Title

My Appointment Expires: 4/5/91



91080120376

The successors in interest to Declarant of a portion of the property described herein, The Quadrant Corporation and Gale L. Chinn, a single person, hereby join in the Declaration and impose such Covenants, Conditions and Restrictions upon the property owned by the undersigned.

THE QUADRANT CORPORATION

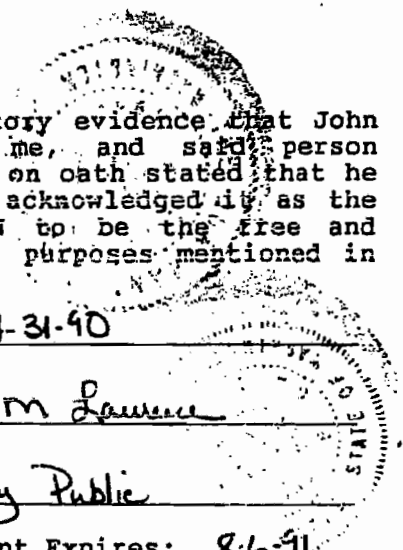
By *[Signature]*
John Long
Its Vice President

Gale L. Chinn
Gale L. Chinn, a single person
(owner of Lot 49, Division 2,
Meridian Glen)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that John Long is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of THE QUADRANT CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 7-31-90
Diane M Lawrence
Signature
Notary Public
Title
My Appointment Expires: 8-6-91



9008020376

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I CERTIFY that I know or have satisfactory evidence that Gale L. Chinn is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: August 1, 1990

[Signature]
Signature

[Title]
Title

My Appointment Expires: 08-19-94

9008020376

When Received Return to:

Revelle, Ries & Hawkins
10900 NE 4th #1850
Bellevue, WA 98004

9008020376

10/15/11